

Steve Massey Deposition Transcript Excerpts and Exhibits

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

<p style="text-align: right;">Page 74</p> <p>1 there's some way you can answer the question 2 without revealing any communications, for example, 3 if some discussions were had during a communication 4 with in-house counsel or outside counsel, I would 5 consider that to be privileged. If you had a 6 communication with some employee of Vision outside 7 of any communication with an attorney, to the 8 extent you weren't discussing what the attorney 9 said, you can answer the question to that extent. 10 So just to clarify. 11 THE WITNESS: The decision was made 12 by several executives on advice from the attorney. 13 Q. (BY MR. BERNDT) And who were those 14 executives? 15 A. Nicolaas Vlok, Alan Arnold, Tim Keithahn 16 and myself. 17 Q. And when did you make the decision to 18 impose the Vision-imposed restrictions? 19 A. I don't know the exact date but it was 20 very quickly after the negotiations for an 21 agreement broke down. Actually, a little bit more 22 specific, it was right after the TRO was lifted. 23 Q. In the days after the TRO was lifted? 24 A. Yes. 25 Q. The day after the TRO was lifted?</p>	<p style="text-align: right;">Page 76</p> <p>1 I can remember would have been with the same 2 executives with attorney present. 3 Q. (BY MR. BERNDT) If Lakeview dropped its 4 lawsuit against Mr. Robinson, would the 5 Vision-imposed restrictions on Mr. Robinson's 6 activities continue? 7 MR. LANCILOTTI: Object to the form of 8 the question as calls for speculation. You can 9 answer over that. 10 THE WITNESS: I can't speak for the 11 other executives. From my perspective, yes. 12 Q. (BY MR. BERNDT) Have you been involved in 13 communications regarding who would monitor 14 Mr. Robinson's compliance with the Vision-imposed 15 restrictions? 16 (The record was read as requested.) 17 MR. LANCILOTTI: Again, object to the 18 form of the question to the extent that it requires 19 you to reveal any attorney/client communications. 20 I would instruct you not to answer to that extent, 21 but outside of that, you can answer the question. 22 THE WITNESS: Yes. I've had 23 discussions with Kristine Brooks, counsel, and I 24 believe in that discussion, Tim Keithahn was 25 involved also in that discussion.</p>
<p style="text-align: right;">Page 75</p> <p>1 A. I don't know that it was that quickly. It 2 was a number of days, but it wasn't very long. 3 Q. Who has the authority to lift the 4 Vision-imposed restrictions on Mr. Robinson's 5 activities? 6 MR. LANCILOTTI: Object to the form of 7 the question as to speculation. You can answer 8 over that. 9 THE WITNESS: Nicolaas Vlok or Alan 10 Arnold. I don't think anybody else would be 11 authorized to do that. 12 Q. (BY MR. BERNDT) Do you have the authority 13 to lift or alter the Vision-imposed restrictions on 14 Mr. Robinson's activities? 15 A. No. 16 Q. Have you had any discussions with anyone 17 regarding the duration of the Vision-imposed 18 restrictions on Mr. Robinson's activities? 19 MR. LANCILOTTI: Object to the form of 20 the question to the extent that it calls for 21 attorney/client that would require you to divulge 22 attorney/client communications. I would instruct 23 you not to answer with that respect, outside of 24 that, you can answer the question. 25 THE WITNESS: My only discussion that</p>	<p style="text-align: right;">Page 77</p> <p>1 Q. (BY MR. BERNDT) Is that the only 2 discussion you've had regarding who would monitor 3 Mr. Robinson's compliance with the Vision-imposed 4 restrictions? 5 A. To my memory, yes. 6 Q. And how many discussions did you have 7 regarding who would monitor Mr. Robinson's 8 compliance with the Vision-imposed restrictions? 9 A. At least two that I can remember. 10 Q. Was Ms. Brooks involved in all of those 11 discussions? 12 A. Yes. 13 Q. To your knowledge, is anyone at Vision 14 reviewing Mr. Robinson's e-mails for compliance 15 with Vision-imposed restrictions? 16 MR. LANCILOTTI: Object to the form of 17 the question to the extent that it's been asked and 18 answered previously. You can answer over that. 19 THE WITNESS: I do not know. 20 Q. (BY MR. BERNDT) Do you know if anyone is 21 reviewing Mr. Robinson's phone records for 22 compliance with the Vision-imposed restrictions? 23 A. I don't know. 24 Q. To some extent you're relying on 25 Mr. Robinson's integrity and honesty to achieve</p>

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

<p style="text-align: right;">Page 78</p> <p>1 compliance with the Vision-imposed restrictions; is 2 that correct? 3 A. Yes. 4 Q. You are aware that Mr. Robinson lied to a 5 number of people at Lakeview about his intention to 6 join Vision, correct? 7 A. Yes. 8 Q. How do you know that? 9 A. Mr. Robinson shared that with me in 10 conversations. 11 Q. When was the first time Mr. Robinson 12 shared with you that he had lied to Vision about 13 his intention of joining Lakeview -- to join 14 Vision? 15 A. Shortly before he joined Vision. I don't 16 know the exact date or the exact timeframe, but 17 within a week or two before he joined Vision. 18 Q. How did he share that with you? 19 A. Via telephone call. 20 Q. Did Mr. Robinson call you or did you call 21 him? 22 A. I don't remember. 23 Q. What did you say to him when you learned 24 that he was going to lie to Lakeview? 25 MR. LANCILOTTI: Object to the form of</p>	<p style="text-align: right;">Page 80</p> <p>1 Q. Well, what was your response then? 2 A. I don't remember my exact response then. 3 Q. Do you remember anything about your 4 response then? 5 A. Not in detail. Not in detail. 6 Q. I didn't ask for details. Do you remember 7 generally your response to Mr. Robinson when he 8 told you that he was going to lie to Lakeview? 9 MR. LANCILOTTI: Again, I object to 10 the form of the question. It's the same issue that 11 we had before. 12 MR. BERNDT: Yeah, I'll rephrase. 13 Q. (BY MR. BERNDT) Do you remember generally 14 about your response to Mr. Robinson when he said he 15 had lied to Lakeview? 16 A. I don't remember generally or 17 specifically. I can tell you my feeling was that 18 it's a shame that it had to happen. But I left it 19 to his discretion and I agreed with it. 20 Q. Did you just testify that you agreed with 21 Mr. Robinson's decision to lie to Lakeview? 22 A. Yes. 23 Q. And did you agree with it before he left 24 Lakeview? 25 A. Yes.</p>
<p style="text-align: right;">Page 79</p> <p>1 the question as -- I think it misstates the record 2 and implies facts not in evidence that he had told 3 him -- or he had already lied -- or that he had not 4 yet lied when he told Mr. Massey. I don't think 5 the timing is there. 6 MR. BERNDT: That's fine. Let me 7 rephrase. 8 Q. (BY MR. BERNDT) What did you say to 9 Mr. Robinson when you learned that Mr. Robinson had 10 lied to Lakeview? 11 A. I don't remember the exact response. 12 Q. Do you remember generally what you said to 13 Mr. Robinson about his lies to Lakeview? 14 A. We did not discuss it at length. My 15 response, I assume, would be the same as today. 16 It's that it's a shame it has to happen. But 17 that's the way it was. 18 Q. Do you remember anything else about your 19 response to Mr. Robinson about his lies to 20 Lakeview? 21 A. No. Didn't discuss it that much. 22 Q. So you told Mr. Robinson it's a shame it 23 has to happen? 24 A. No, I did not. No, I did not tell him 25 that. That is my response today.</p>	<p style="text-align: right;">Page 81</p> <p>1 Q. And you agreed today that -- with 2 Mr. Robinson's decision to lie to Lakeview? 3 A. Repeat the question. 4 (The record was read as requested.) 5 THE WITNESS: Yes. 6 Q. (BY MR. BERNDT) Do you believe that 7 Mr. Robinson's decision to lie to his colleagues at 8 Lakeview was unethical? 9 MR. LANCILOTTI: Object to the form of 10 the question as to relevance. You can answer over 11 that. 12 THE WITNESS: No. Due to the 13 circumstances, no. 14 Q. (BY MR. BERNDT) If Mr. Robinson testified 15 that his decision to lie to his colleagues at 16 Lakeview was unethical, would you disagree with 17 Mr. Robinson? 18 A. Yeah. 19 Q. Do you think Mr. Robinson's lies to his 20 colleagues at Lakeview show dishonesty? 21 A. To the extent of the lie itself, yes. 22 Q. Mr. Robinson was nervous that a rumor was 23 going to leak out that he was going to join Vision 24 before he left Lakeview, right? 25 A. Yes.</p>

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

<p style="text-align: right;">Page 82</p> <p>1 Q. And he shared that with you?</p> <p>2 A. Yes.</p> <p>3 Q. Do you know why Mr. Robinson was concerned</p> <p>4 that his job with Vision would leak to his</p> <p>5 colleagues at Lakeview?</p> <p>6 THE WITNESS: Could you repeat the</p> <p>7 question?</p> <p>8 (The record was read as requested.)</p> <p>9 THE WITNESS: Do I know why he was</p> <p>10 concerned? I'm going to go from high level memory</p> <p>11 again. I don't remember details. When he</p> <p>12 resigned, there were some rumors about what he was</p> <p>13 going to do, and I think that's where the first</p> <p>14 concern came up.</p> <p>15 Q. (BY MR. BERNDT) And what were those</p> <p>16 concerns?</p> <p>17 MR. LANCLOTT: Object to the form of</p> <p>18 the question to the extent that it calls for</p> <p>19 speculation. You can answer over that.</p> <p>20 THE WITNESS: The conversations I had</p> <p>21 with Eric were that he was extremely concerned that</p> <p>22 it would disrupt his sales group and draw their</p> <p>23 focus away from what they were supposed to be doing</p> <p>24 and felt it was not productive for them.</p> <p>25 Q. (BY MR. BERNDT) Did you agree with</p>	<p style="text-align: right;">Page 84</p> <p>1 there couldn't be an announcement before he joined</p> <p>2 Vision, correct?</p> <p>3 A. No.</p> <p>4 Q. Are you sure about that?</p> <p>5 A. There was an e-mail that went out that</p> <p>6 they were going to make an announcement, and I sent</p> <p>7 an e-mail back and said, Do not make the</p> <p>8 announcement. They didn't ask me. I responded to</p> <p>9 that proactively.</p> <p>10 Q. Were there further questions about why</p> <p>11 there couldn't be an announcement from Vision</p> <p>12 employees?</p> <p>13 A. Not to my recollection, no.</p> <p>14 Q. Did Mr. Robinson call you in late</p> <p>15 April 2005 and express concern that his intention</p> <p>16 to join Vision had leaked.</p> <p>17 A. I don't remember the exact timing, but</p> <p>18 yes, there was a call in that frame.</p> <p>19 Q. What did he say to you?</p> <p>20 A. He said that he had -- let's see if I can</p> <p>21 remember correctly. He had been called by a Vision</p> <p>22 employee and the employee had said that the rumor</p> <p>23 around Lakeview headquarters was that he had gone</p> <p>24 to Vision or was going to Vision.</p> <p>25 Q. He was called by a Vision employee?</p>
<p style="text-align: right;">Page 83</p> <p>1 Mr. Robinson not to send an announcement of his</p> <p>2 hiring by Vision till after he left Lakeview?</p> <p>3 A. Yes.</p> <p>4 Q. And you had made that agreement on behalf</p> <p>5 of Vision, correct?</p> <p>6 A. Yes.</p> <p>7 Q. And at that time, you knew that he had</p> <p>8 lied to Lakeview about his intention to join</p> <p>9 Vision?</p> <p>10 A. Yes.</p> <p>11 Q. You knew at that point that if Lakeview</p> <p>12 learned that he was going to join Vision, that</p> <p>13 Mr. Robinson would be forced to immediately leave</p> <p>14 Lakeview, correct?</p> <p>15 A. Yes. To qualify that, I didn't know that</p> <p>16 for a fact, but I certainly would have guessed that</p> <p>17 to be the way it would be.</p> <p>18 Q. That isn't the normal procedure at Vision,</p> <p>19 is it? Normally an announcement goes out about a</p> <p>20 new hire before they join Vision, correct?</p> <p>21 A. Not by my instruction. My announcements</p> <p>22 go out after they start, not before. It is --</p> <p>23 Vision has in the past made some announcements</p> <p>24 before.</p> <p>25 Q. In fact, Vision employees asked you why</p>	<p style="text-align: right;">Page 85</p> <p>1 A. I'm sorry. A Lakeview employee.</p> <p>2 Q. Did he say who that employee was?</p> <p>3 A. Yes.</p> <p>4 Q. And who was that?</p> <p>5 A. Bob Johnson.</p> <p>6 Q. What did you say to him?</p> <p>7 A. My general response was that I have no</p> <p>8 idea how it would have gotten to Bob Johnson, that</p> <p>9 I was not aware of anybody talking to anybody at</p> <p>10 Lakeview, and that we're a very limited number of</p> <p>11 people at Vision that even knew that he was coming</p> <p>12 onboard, and it was a mystery to me how it got out</p> <p>13 if it really got out.</p> <p>14 Q. Did you tell Mr. Robinson that you would</p> <p>15 investigate whether the rumors had come from</p> <p>16 Vision?</p> <p>17 A. Something to that effect, yes.</p> <p>18 Q. Did you investigate whether the rumors had</p> <p>19 come from Vision?</p> <p>20 A. Yes.</p> <p>21 Q. What did you do to investigate?</p> <p>22 A. I called the people that I knew were aware</p> <p>23 of his being hired, quizzed their communications</p> <p>24 with other employees of Vision and any</p> <p>25 communications outside of Vision.</p>

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

<p style="text-align: right;">Page 86</p> <p>1 Q. Who did you call?</p> <p>2 A. Cathleen Keene, the director of human</p> <p>3 resources, Tim Keithahn, Alan Arnold, Don Scott.</p> <p>4 I'm not sure that I contacted one of the other</p> <p>5 people in human resources or whether I just relied</p> <p>6 on Cathy Keene. I don't remember.</p> <p>7 Q. Did anyone say that they had communicated</p> <p>8 to anyone outside Vision the fact that Mr. Robinson</p> <p>9 was joining Vision?</p> <p>10 A. No. Nobody admitted to me that they had</p> <p>11 communicated outside of Vision.</p> <p>12 Q. Did Mr. Robinson tell you that he was</p> <p>13 disturbed by the rumors?</p> <p>14 A. I don't know if disturbed was the word but</p> <p>15 he was concerned.</p> <p>16 Q. Did he accuse you of spreading the rumor?</p> <p>17 A. No.</p> <p>18 Q. Allan Campbell also lied about leaving</p> <p>19 Lakeview, correct?</p> <p>20 MR. LANCILOTTI: Object to the form of</p> <p>21 the question as to relevance, and I think if you're</p> <p>22 going to go into questions about Allan Campbell</p> <p>23 that are not related to this litigation, and again,</p> <p>24 this would be along the same lines as when you were</p> <p>25 asking Mr. Massey questions about his involvement</p>	<p style="text-align: right;">Page 88</p> <p>1 Q. (BY MR. BERNDT) In fact, in the same</p> <p>2 e-mail when you instructed HR not to announce</p> <p>3 Mr. Robinson's employment at Vision, you asked HR</p> <p>4 not to announce Mr. Campbell's employment with</p> <p>5 Vision, correct?</p> <p>6 A. I don't remember specifically but that's</p> <p>7 possible.</p> <p>8 Q. Mr. Campbell and Mr. Robinson left</p> <p>9 Lakeview at about the same time, correct?</p> <p>10 A. No. Memory is that -- I don't know the</p> <p>11 exact date that Mr. Campbell left Lakeview.</p> <p>12 Q. Did Mr. Robinson ask you not to send an</p> <p>13 announcement that he was joining Vision?</p> <p>14 A. No. That was my decision.</p> <p>15 Q. And you had told Mr. Robinson that you</p> <p>16 wouldn't send an announcement that he was joining</p> <p>17 Vision, correct?</p> <p>18 A. Prior to his coming onboard, yes.</p> <p>19 Q. And you told HR that you actually had an</p> <p>20 agreement with Mr. Robinson not to send an</p> <p>21 announcement, correct?</p> <p>22 A. That's possible; yes.</p> <p>23 Q. Mr. Robinson was worried about his</p> <p>24 contractual obligations to Lakeview, correct?</p> <p>25 MR. LANCILOTTI: Object to the form of</p>
<p style="text-align: right;">Page 87</p> <p>1 in iTera, I think it's being asked for an improper</p> <p>2 purpose and I would suggest that we call the judge</p> <p>3 and see if he'll allow us to go -- allow you to go</p> <p>4 into questions about Allan Campbell. I don't know</p> <p>5 if you're intending on doing that now, but if you</p> <p>6 were, I'd instruct the witness not to answer.</p> <p>7 MR. BERNDT: So you're objecting</p> <p>8 based on relevance again.</p> <p>9 MR. LANCILOTTI: Relevance and I think</p> <p>10 it's being asked for an improper purpose. Has</p> <p>11 nothing to do with this lawsuit.</p> <p>12 MR. BERNDT: Okay. I'll make my</p> <p>13 record then.</p> <p>14 Q. (BY MR. BERNDT) Are you following your</p> <p>15 counsel's instruction not to answer?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. Vision and Allan Campbell also</p> <p>18 agreed there would be no announcement about his</p> <p>19 joining Vision, correct?</p> <p>20 MR. LANCILOTTI: Same objection.</p> <p>21 MR. BERNDT: Same instruction?</p> <p>22 MR. LANCILOTTI: Same everything, yes.</p> <p>23 I mean, questions with regard to Allan Campbell,</p> <p>24 yes.</p> <p>25 MR. BERNDT: Okay.</p>	<p style="text-align: right;">Page 89</p> <p>1 the question.</p> <p>2 MR. BERNDT: Let me rephrase,</p> <p>3 actually.</p> <p>4 Q. (BY MR. BERNDT) Prior to Mr. Robinson's</p> <p>5 leaving Lakeview, Mr. Robinson was worried about</p> <p>6 his contractual obligations to Lakeview, correct?</p> <p>7 MR. LANCILOTTI: Object to the form of</p> <p>8 the question, calls for speculation as to what</p> <p>9 Mr. Robinson was worried about. You can answer</p> <p>10 over that.</p> <p>11 THE WITNESS: He was concerned.</p> <p>12 Q. (BY MR. BERNDT) And how do you know he</p> <p>13 was concerned?</p> <p>14 A. He voiced -- he voiced an opinion and he</p> <p>15 thought he should contact counsel and get advice.</p> <p>16 Q. When was that?</p> <p>17 A. I don't know exactly when that occurred.</p> <p>18 It had to have been sometime in late 2004.</p> <p>19 Q. Do you know if Mr. Robinson contacted</p> <p>20 counsel?</p> <p>21 A. He told me that he did.</p> <p>22 Q. Did Mr. Robinson engage his own counsel or</p> <p>23 did he contact Vision's counsel?</p> <p>24 MR. LANCILOTTI: Object. Calls for</p> <p>25 speculation. You can answer over that.</p>

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

<p style="text-align: right;">Page 94</p> <p>1 MR. LANCILOTT: Objection to the 2 extent it calls for speculation. 3 MR. BERNDT: Let me rephrase. 4 Q. (BY MR. BERNDT) Why did Mr. Robinson tell 5 you that he was turning down Vision's employment 6 offer? 7 MR. LANCILOTT: Same objection, 8 speculation. 9 THE WITNESS: He told me it was not 10 the right decision for he and his family at that 11 time. 12 Q. (BY MR. BERNDT) Did he mention his 13 non-compete agreement with Lakeview during that 14 conversation? 15 A. No. 16 Q. How long was that conversation? 17 A. Not very long. I was disappointed. 18 Q. Did you try and convince Mr. Robinson that 19 his -- that the non-compete agreement with Lakeview 20 wouldn't be a problem? 21 MR. LANCILOTT: I'm going to object 22 there to the extent it would require you to reveal 23 any attorney/client communications that you had not 24 only in this case but any other case where you had 25 attorney/client communications regarding that</p>	<p style="text-align: right;">Page 96</p> <p>1 know. 2 THE WITNESS: Repeat the question, 3 please. 4 (The record was read as requested.) 5 MR. LANCILOTT: Same objection. 6 THE WITNESS: I don't think so, no. 7 Q. (BY MR. BERNDT) Well, what did you 8 discuss during that conversation? 9 MR. LANCILOTT: Object to the form of 10 the question to the extent it requires you to 11 reveal any attorney/client communications and ask 12 you not to answer that. The reason I'm making that 13 objection, Will, now is that this is Mr. Robinson's 14 privilege to waive, and he -- to the extent he 15 knows if there was a relationship between Kristine 16 Brooks and attorney and Eric Robinson, he's 17 answered that, but he's not sure. I don't want to 18 take the chance of waiving that privilege to 19 another witness when there's an attorney/client 20 relationship possibly between Ms. Brooks and 21 Mr. Robinson. 22 MR. BERNDT: So Dan, you're 23 suggesting there's a possibility that Mr. Robinson 24 engaged Ms. Brooks, Vision's inside counsel, as his 25 attorney?</p>
<p style="text-align: right;">Page 95</p> <p>1 non-compete in the Lakeview agreement. I instruct 2 you not to answer that question to that extent. 3 Above that you can answer it or beyond that. 4 THE WITNESS: I decided to take his 5 current Lakeview employment agreement to counsel 6 and to get advice at that point. 7 Q. (BY MR. BERNDT) And did you then convey 8 that advice to Mr. Robinson? 9 A. I'm trying to remember the conversations. 10 I assume that I did. That conversation -- when we 11 reviewed the contract and when it came back, that 12 conversation actually, to my memory, had two or 13 three people on the phone at the same time which 14 would have been Tim Keithahn, Kristine Brooks and 15 myself. 16 Q. And then later did you convey what you 17 discussed with Ms. Brooks and Mr. Keithahn to 18 Mr. Robinson? 19 A. That conversation had Mr. Robinson on the 20 call. 21 Q. At that point, was Ms. Brooks representing 22 Mr. Robinson in any way? 23 MR. LANCILOTT: Object to the form of 24 the question as it calls for speculation and object 25 as to foundation. You can answer over that if you</p>	<p style="text-align: right;">Page 97</p> <p>1 MR. LANCILOTT: I'm saying to the 2 extent that that could happen, yes, and I'm not 3 going to allow Mr. Massey to waive that privilege. 4 MR. BERNDT: Are you suggesting that 5 did happen? 6 MR. LANCILOTT: I'm saying to the 7 extent it might have happened. I'm not going to 8 allow Mr. Massey to waive that privilege for 9 Mr. Robinson. They were all part of the call, 10 obviously, there was legal advice being asked and 11 delivered to Mr. Robinson. I don't know to the 12 extent Ms. Brooks does work outside of Vision; to 13 the extent she's in private practice as well being 14 in-house, I do not know, and I'm just simply not 15 going to waive it for Mr. Robinson at this time. 16 Q. (BY MR. BERNDT) All right. Well, 17 Mr. Massey, it sounds like we're going to have to 18 come back and take your deposition again but -- 19 So you're following your counsel's 20 instructions? 21 A. Yes. 22 Q. So you can't tell me -- 23 MR. BERNDT: You're not going to 24 allow him to tell me anything about that 25 conversation?</p>

(210) 377-3027
7800 IH-10 WEST, SUITE 100ESQUIRE DEPOSITION SERVICES
SAN ANTONIO, TEXAS 78230FAX(210) 344-6016
(800) 969-3027
25 (Pages 94 to 97)

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

Page 98

1 MR. LANCILOTTI: To the extent that it
2 doesn't involve him to reveal any legal advice that
3 was sought or given in that discussion where
4 Kristine was present, I'm asserting a privilege.

5 Q. (BY MR. BERNDT) Okay. With that caution,
6 tell me everything you can, Mr. Massey, about that
7 conversation.

8 A. If we can have five minutes, I will ask
9 what I can and cannot give you. Until I get the
10 advice, I will give no details on the conversation
11 at all.

12 Q. So you're refusing to answer the
13 question -- pending question until after you confer
14 with counsel?

15 A. On advice of counsel, yes.

16 Q. Okay. Generally that's improper,
17 Mr. Massey, but in this case go ahead, I guess, if
18 that's what you're going to do.

19 MR. LANCILOTTI: So what are we doing?

20 MR. BERNDT: I guess he wants a
21 break.

22 (Recess from 11:20 to 11:26)

23 MR. LANCILOTTI: With respect to the
24 attorney/client issue that we have right now, Will,
25 the concern I have without divulging any

Page 99

1 attorney/client communications that I had with
2 Mr. Massey is that Mr. Massey did not -- he was
3 confusing the facts as to who was present, and I
4 think he said he thought Eric was present. And I
5 think we've confirmed outside that Eric was not
6 present in those calls. I don't want Mr. Massey to
7 go into communications that he had with Vision
8 Solutions in-house counsel that are privileged and
9 discuss that on the record simply because he is
10 confused about who was present. And I think that
11 we've now confirmed that Eric was not on those
12 calls.

13 MR. BERNDT: Okay. Let me follow up.

14 Q. (BY MR. BERNDT) Mr. Massey, was
15 Mr. Robinson included on the calls you had with
16 Kristine Brooks and Ken Keithahn regarding
17 Mr. Robinson's Lakeview employment agreement?

18 A. No. After confirming with Eric, he was
19 not.

20 Q. And do you have a copy of Lakeview's
21 employment agreement with Mr. Robinson?

22 A. No.

23 Q. Mr. Robinson never gave you a copy of his
24 Lakeview employment agreement?

25 A. Yes. I gave it to counsel. I gave it to

Page 100

1 Kristine Brooks for evaluation, and I don't have a
2 copy of it.

3 Q. But Mr. Robinson did give you a copy of
4 his Lakeview employment agreement?

5 MR. LANCILOTTI: Objection; asked and
6 answered.

7 Q. (BY MR. BERNDT) And when did that happen?

8 A. I don't remember the timeframe.

9 Q. But it was prior to the conversations that
10 you had with Kristine Brooks and Ken Keithahn in
11 December 2004?

12 A. Yes.

13 Q. What did you tell Mr. Robinson about your
14 conversations with Kristine Brooks and Ken
15 Keithahn?

16 A. I told him that the -- I have to remember
17 the conversation. I don't remember whether I told
18 him what came out of the conversation or whether
19 Kristine had a conversation with Dan Lancilotti in
20 regards to that conversation. To be honest with
21 you, I don't remember if I had a specific
22 conversation with Eric on that or if that went from
23 Kristine to Dan.

24 Q. And we're in the December 2004 timeframe,
25 correct?

Page 101

1 A. Yes.

2 Q. So Mr. Lancilotti was involved in some of
3 these conversations in December 2004?

4 A. By my memory, yes.

5 Q. Do you recall any conversations -- let's
6 start over.

7 Do you recall discussing

8 Mr. Robinson's Lakeview employment agreement with
9 Mr. Robinson at any time?

10 A. I remember we discussed it. I don't
11 remember the timeframe with which we discussed it,
12 but I remember we discussed it.

13 Q. Do you recall discussing Mr. Robinson's
14 employment agreement in December 2004?

15 MR. LANCILOTTI: Object to the form of
16 the question; asked and answered.

17 THE WITNESS: I don't remember the
18 timeframe.

19 Q. (BY MR. BERNDT) How many discussions have
20 you had with Mr. Robinson about his Lakeview
21 employment contract?

22 A. I don't know. One, two.

23 Q. What do you recall about the conversation
24 or conversations you had with Mr. Robinson about
25 his Lakeview employment contract?

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

Page 102

1 MR. LANCILOTTI: To the extent that
2 would require -- I'm objecting to the form of the
3 question to the extent it would require you to
4 divulge any communications you had with counsel.

5 MR. BERNDT: Just so I'm clear, are
6 you objecting to the form to the -- to Mr. Massey
7 describing conversations where counsel was present
8 or conversations that he had previously had with
9 counsel and then shared with Mr. Robinson?

10 MR. LANCILOTTI: I think your question
11 is confusing as to -- when you say -- can you read
12 his last question back?

13 (The record was read as requested.)

14 MR. LANCILOTTI: I think that that's a
15 vague question and it could go into attorney/client
16 communications. The question just says what do you
17 recall about it. I mean, do you want to know what
18 he said? Is there a time period you want to know?

19 MR. BERNDT: Thank you.

20 Q. (BY MR. BERNDT) What did you say to
21 Mr. Robinson about his Lakeview employment
22 contract?

23 MR. LANCILOTTI: Object as to
24 foundation. What point in time?

25 MR. BERNDT: At any time.

Page 103

1 MR. LANCILOTTI: Again, I'm going to
2 object to the form of the question again to the
3 extent that it requires Mr. Massey to divulge any
4 attorney/client communications. To the extent you
5 can tell counsel without divulging those
6 communications -- to the extent you can testify
7 about things that were said to Mr. Robinson without
8 divulging attorney/client communications, you can
9 do that.

10 THE WITNESS: The discussions
11 centered around the fact that legal counsel had
12 advised --

13 MR. LANCILOTTI: Object to you
14 answering anything discussing -- anything that
15 legal counsel has advised Vision or advised you or
16 that legal counsel advised Mr. Robinson.

17 Q. (BY MR. BERNDT) So Mr. Massey, did you
18 tell Mr. Robinson what legal counsel had advised
19 you about the Lakeview employment contract?

20 MR. LANCILOTTI: Objection as to
21 foundation. You can answer over that.

22 THE WITNESS: I'm trying to remember
23 a conversation that actually had that topic. I
24 don't remember specific details of a conversation
25 where we discussed it in that form, no. We

Page 104

1 discussed very high level, he said that -- the
2 response from his attorney, I discussed very high
3 level what had been told by our attorney and the
4 bottom line was we agreed to continue to talk.

5 Q. (BY MR. BERNDT) Let's make a record now.

6 What did Mr. Robinson tell you about
7 what his attorney had told him about the Lakeview
8 employment contract?

9 MR. LANCILOTTI: I'm objecting to the
10 form of the question as being privileged to the
11 extent it requires you to divulge anything that was
12 discussed with counsel, any attorney/client
13 communications, instruct you not to answer. Above
14 that, Will, I can explain it if you want me to, but
15 you had objected previously to me making a speaking
16 objection.

17 MR. BERNDT: Sure. Explain it.

18 MR. LANCILOTTI: Obviously, there's a
19 joint representation here and we do not have a
20 foundation as to what conversations and what time
21 period we're talking about. Any conversations that
22 were had after the joint representation was
23 established, which I do not think Mr. Massey is --
24 not being an attorney would understand, those
25 communications are still privileged. So I'm

Page 105

1 instructing him not to answer with respect to that.
2 If you want to have a timeframe and you establish
3 that there was no attorney/client relationship, but
4 that has not happened yet.

5 Q. (BY MR. BERNDT) All right. Did you have
6 any conversations with Mr. Robinson about his
7 employment agreement prior to him leaving Lakeview?

8 A. Yes.

9 Q. And in those conversations, did
10 Mr. Robinson tell you what his attorney had told
11 him about the Lakeview employment contract?

12 A. Not in detail, no.

13 Q. Did he tell you generally what his
14 attorneys had told him about the Lakeview
15 employment contract?

16 A. The only thing that I recall --

17 MR. LANCILOTTI: Just object to the
18 extent that it requires you to divulge any of those
19 communications. Any attorney/client
20 communications.

21 THE WITNESS: The result of that
22 conversation was he said he was willing to continue
23 talking to Vision.

24 Q. (BY MR. BERNDT) That's not my question.
25 The question is: Did he tell you what his attorney

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

<p style="text-align: right;">Page 106</p> <p>1 had told him about the Lakeview employment 2 agreement? 3 MR. LANCILOTTI: Yes or no. 4 THE WITNESS: No. No. Not in 5 detail, no. 6 Q. (BY MR. BERNDT) Did he tell you generally 7 what his attorney had told him about the Lakeview 8 employment contract? 9 A. No. He told me he was comfortable in 10 continuing discussions. 11 Q. Is that all he said? 12 A. To my recollection, yes. 13 Q. And did you have conversations with 14 Mr. Robinson when you discussed what Vision's 15 counsel had told you about Mr. Robinson's Lakeview 16 employment contract? 17 MR. LANCILOTTI: Again, it's yes or 18 no. 19 THE WITNESS: I really don't 20 remember, but my recollection of some conversation, 21 yeah, yes. 22 Q. (BY MR. BERNDT) And what did you tell 23 Mr. Robinson that Vision's counsel had told you 24 about Mr. Robinson's Lakeview employment agreement? 25 MR. LANCILOTTI: Object to the form of</p>	<p style="text-align: right;">Page 108</p> <p>1 details about whether any provisions of Eric's 2 Lakeview employment contract would be enforceable? 3 MR. LANCILOTTI: Same objection to the 4 form of the question. Seeks attorney/client 5 information. 6 THE WITNESS: We discussed that there 7 were some parts of it that might not be enforceable 8 and some that might be enforceable. 9 Q. (BY MR. BERNDT) Which parts did you 10 discuss? 11 MR. LANCILOTTI: Again, to the extent 12 any of this came from attorney/client 13 communications, I would ask, one, strike that 14 testimony if that came from attorney/client 15 testimony, but also, instruct you not to answer if 16 that's where it came from. If it's from somewhere 17 else other than your communications with counsel, 18 then you can go ahead and answer. 19 THE WITNESS: At this point, 20 everything that I had at that point came from 21 counsel. 22 Q. (BY MR. BERNDT) And when you say it "came 23 from counsel," it came from Vision's counsel, 24 correct? 25 MR. LANCILOTTI: Object to the form of</p>
<p style="text-align: right;">Page 107</p> <p>1 the question. Seeks disclosure of information 2 which is protected by the attorney/client 3 privilege. To the extent that your answer would 4 disclose any of those communications, I would 5 instruct you not to answer. If there's anything 6 that was said that goes beyond that then you can 7 answer the question. 8 MR. BERNDT: Okay. I think we're 9 going to have to do this one more time. 10 Q. (BY MR. BERNDT) Prior to Mr. Robinson 11 leaving Lakeview, did you have conversations with 12 Mr. Robinson about -- involving discussions of what 13 Vision's attorneys had told you about 14 Mr. Robinson's Lakeview employment contract? 15 MR. LANCILOTTI: Could you read that 16 back? 17 (The record was read as requested.) 18 MR. LANCILOTTI: Object to the form of 19 the question, calls for attorney/client privilege 20 information. Instruct you not to answer to the 21 extent you have to divulge any of that information. 22 THE WITNESS: I told Eric that we 23 were willing to continue conversations based on the 24 attorney's advice. 25 Q. (BY MR. BERNDT) And did you discuss any</p>	<p style="text-align: right;">Page 109</p> <p>1 the question as vague as to Vision's counsel. You 2 can answer over that. 3 THE WITNESS: Came from Kristine 4 Brooks. 5 Q. (BY MR. BERNDT) Thank you. 6 And these conversation took place 7 before Mr. Robinson left Lakeview, correct? 8 A. Yes. 9 MR. BERNDT: All right. Dan, I think 10 we're clear? 11 MR. LANCILOTTI: I think we are. 12 MR. BERNDT: And, Dan, just for the 13 record, you're going to object to any further 14 questions about the specifics of what Ms. Brooks 15 told Mr. Massey and then Mr. Massey conveyed to 16 Mr. Robinson, correct? 17 MR. LANCILOTTI: I'm going to object 18 to any questions that go into or would require 19 Mr. Massey to divulge any communications he had 20 with, I guess, Lakeview counsel and inside and 21 outside counsel, Vision counsel, and Mr. Robinson's 22 counsel. There's been, again, no testimony nor do 23 I think Mr. Massey has the foundation or could lay 24 a foundation as to when any type of joint 25 representation was established or whether there was</p>

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

Page 110

1 a relationship between counsel and Mr. Robinson.
2 So based on that, I'm not going to let Mr. Massey
3 testify as to communications that are not his
4 privilege to waive.
5 Q. (BY MR. BERNDT) Now, you said earlier
6 that you understood that Mr. Robinson had engaged
7 counsel prior to leaving Lakeview, correct?
8 A. Yes.
9 Q. And was that counsel Mr. Lanciloti?
10 MR. LANCILOTTI: Object to the form of
11 the question, calls for speculation. You can
12 answer over that.
13 THE WITNESS: Initially, no.
14 Q. (BY MR. BERNDT) When did -- if you know,
15 when did Mr. Lanciloti begin to represent
16 Mr. Robinson?
17 MR. LANCILOTTI: Calls for
18 speculation.
19 THE WITNESS: I don't know
20 specifically.
21 Q. (BY MR. BERNDT) Do you know if
22 Mr. Lanciloti began to represent Mr. Robinson prior
23 to Mr. Robinson's leaving Lakeview?
24 MR. LANCILOTTI: Objection; asked and
25 answered. You can answer if you know.

Page 111

1 THE WITNESS: I don't remember the
2 timeline that I was aware of, so I don't know.
3 Q. (BY MR. BERNDT) Do you know if
4 Mr. Robinson engaged any counsel other than
5 Mr. Lanciloti?
6 A. I do not know.
7 MR. BERNDT: I'd like to mark as
8 Exhibit 2 a document Bates stamped Robinson 627
9 through 643.
10 (Exhibit No. 2 marked)
11 Q. (BY MR. BERNDT) Mr. Massey, do you
12 recognize Exhibit 2 and the documents attached to
13 the e-mail in the first page of Exhibit 2?
14 A. I recognize -- yeah, I do.
15 Q. What is that document?
16 A. It's a listing of the accounts receivable
17 for North America accounts.
18 Q. Is any of the information on that document
19 confidential?
20 A. Yeah.
21 Q. Which information on that document is
22 confidential?
23 A. All of the customer names and all the
24 dollar amounts due.
25 Q. Is there any other information on that

Page 112

1 document that's confidential?
2 A. It appears like everything in here is
3 confidential.
4 Q. And why is that information confidential?
5 A. It has to do with all of our customer
6 lists, amounts payable or receivable due from them,
7 type of expense, training, license, dollar amount.
8 Pretty confidential.
9 Q. If Vision's competitors had access to any
10 of that information, would it give them a
11 competitive advantage?
12 THE WITNESS: Repeat.
13 (The record was read as requested.)
14 THE WITNESS: Yes.
15 Q. (BY MR. BERNDT) Is Vision's client list
16 confidential to Vision?
17 A. To an extent, yes. There's to an extent,
18 no.
19 Q. And how is Vision's client list not
20 confidential to Vision?
21 A. As is typical in the industry, many of our
22 customer lists are on our website.
23 Q. If that document was revised that only the
24 list of customers was listed on the document, would
25 that document be confidential?

Page 113

1 A. Still to the degree that it had a customer
2 listing, yes.
3 Q. And why is that?
4 A. Well, even though some of our customers
5 are on the website, some of them are not. And I --
6 the fact that somebody wants to go find our
7 customer list is not that difficult to do, but I'm
8 not going to make it easy.
9 Q. And it's still confidential to Vision?
10 A. Yes. To that extent.
11 Q. Is Vision's pricing to its customers
12 confidential to Vision?
13 A. Yes.
14 Q. Are Vision's sales strategies confidential
15 to Vision?
16 A. Yes.
17 Q. Are Vision's internal communications
18 regarding its customers confidential?
19 A. Yes.
20 Q. Is Vision's information about potential
21 prospects confidential?
22 A. Yes.
23 Q. How does Vision maintain the
24 confidentiality of its sales information?
25 A. To a large degree, it's with the trust and

(210) 377-3027
7800 IH-10 WEST, SUITE 100

ESQUIRE DEPOSITION SERVICES
SAN ANTONIO, TEXAS 78230

FAX (210) 344-6016
(800) 969-3027
29 (Pages 110 to 113)

1b9beaaf-d491-4bab-b861-3f58e96771a5

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

<p>Page 118</p> <p>1 A. Yes.</p> <p>2 Q. Does the three year sales plan include</p> <p>3 information about the North America region?</p> <p>4 A. Yes.</p> <p>5 Q. Does the three year sales plan contain</p> <p>6 information regarding particular regions within</p> <p>7 North America?</p> <p>8 A. Yes.</p> <p>9 Q. Does it include projections for sales</p> <p>10 within the particular regions in North America?</p> <p>11 A. Yes.</p> <p>12 Q. When was the three year sales plan</p> <p>13 created?</p> <p>14 MR. LANCILOTTI: Object to the form of</p> <p>15 the question, calls for speculation. You can</p> <p>16 answer if you can.</p> <p>17 THE WITNESS: I can tell you</p> <p>18 generally when it was created. It was created in</p> <p>19 the September/October 2004 timeframe.</p> <p>20 Q. (BY MR. BERNDT) Has it been revised since</p> <p>21 then?</p> <p>22 A. No.</p> <p>23 Q. Is Vision a competitor of Lakeview?</p> <p>24 A. Yes.</p> <p>25 Q. So Lakeview and Vision compete in the same</p>	<p>Page 120</p> <p>1 A. Before I was with Vision.</p> <p>2 MR. BERNDT: We'd like to state on</p> <p>3 the record that we've asked for job descriptions</p> <p>4 for Vice President of Americas repeatedly and this</p> <p>5 is the only document that's been produced.</p> <p>6 MR. LANCILOTTI: I just want to make a</p> <p>7 statement to the -- this is what has been produced</p> <p>8 by Vision. I will look into seeing if there is a</p> <p>9 more current version of this, and if there is and</p> <p>10 it's discoverable, I will produce it immediately.</p> <p>11 This is what I've received.</p> <p>12 Q. (BY MR. BERNDT) Mr. Massey, if you look</p> <p>13 at the numbers listed under essential duties and</p> <p>14 responsibilities on Page Vision 1?</p> <p>15 A. Uh-huh.</p> <p>16 Q. Do those duties and responsibilities apply</p> <p>17 to Mr. Robinson's current role?</p> <p>18 A. Yes.</p> <p>19 Q. If you look at the second page under</p> <p>20 education and experience, it states that a vice</p> <p>21 president should have responsibility to deliver at</p> <p>22 least a hundred million annually. Do you see that</p> <p>23 statement?</p> <p>24 A. Uh-huh, yes.</p> <p>25 Q. Is that still a requirement of the</p>
<p>Page 119</p> <p>1 geographic markets?</p> <p>2 A. Yes.</p> <p>3 Q. So they sell the same general types of</p> <p>4 products?</p> <p>5 A. There is some overlap, yes.</p> <p>6 Q. Is part of Mr. Robinson's job to help</p> <p>7 Vision compete with its competitors?</p> <p>8 A. Yes. Within his areas of responsibility.</p> <p>9 Q. Including Lakeview?</p> <p>10 A. Yes.</p> <p>11 MR. BERNDT: Let me mark as Exhibit 3</p> <p>12 a document Bates stamped Vision 1 through 3.</p> <p>13 (Exhibit No. 3 marked)</p> <p>14 Q. (BY MR. BERNDT) Do you recognize</p> <p>15 Exhibit 3?</p> <p>16 A. Yes.</p> <p>17 Q. What is it?</p> <p>18 A. Looks like the job description for the VP</p> <p>19 of North America Sales.</p> <p>20 Q. Is this the most current job description</p> <p>21 for the VP for North America Sales?</p> <p>22 A. I don't think so. It was amended to</p> <p>23 include Latin America though. It's now the Vice</p> <p>24 President of Sales Americas.</p> <p>25 Q. When did that amendment occur?</p>	<p>Page 121</p> <p>1 position?</p> <p>2 A. Not to my knowledge.</p> <p>3 Q. Is he required to deliver more or less</p> <p>4 than that in sales?</p> <p>5 A. Less.</p> <p>6 Q. How much less?</p> <p>7 A. About half. Can I qualify it at this</p> <p>8 point?</p> <p>9 Q. Certainly.</p> <p>10 A. We have a hundred million dollar annual</p> <p>11 goal, which is stated in our three year plan. So</p> <p>12 that's probably why it's in this is because that</p> <p>13 was always part of the three year design, was to</p> <p>14 get to a hundred million dollars.</p> <p>15 Q. And does that hundred million dollars</p> <p>16 apply only to North America or to worldwide?</p> <p>17 A. Worldwide.</p> <p>18 Q. When did you first contact Mr. Robinson</p> <p>19 about a possible position at Vision?</p> <p>20 A. I don't remember an exact date. It was in</p> <p>21 the late fall of 2004; late October/November</p> <p>22 timeframe. At that time, the job description I had</p> <p>23 was not for VP of Sales.</p> <p>24 Q. What was your job description at that</p> <p>25 time?</p>

(210) 377-3027
7800 IH-10 WEST, SUITE 100ESQUIRE DEPOSITION SERVICES
SAN ANTONIO, TEXAS 78230FAX (210) 344-6016
(800) 969-3027
31 (Pages 118 to 121)

1b9beaaf-d491-4bab-b861-3f58a96771a5

STEPHEN MASSEY

CONFIDENTIAL
ATTORNEY'S EYES ONLY

October 3, 2005

Page 146

1 Q. How did you make that offer?

2 A. In writing.

3 Q. Did you send Mr. Robinson a letter?

4 A. Yes. I didn't specifically but human
5 resources did.6 MR. BERNDT: Again, I'd like to state
7 for the record that the offer of employment from
8 December 2004 has not been produced and we -- it's
9 clearly responsive and we need a copy of it.10 MR. LANCIOTTI: And I'll just respond
11 that I agree that if it exists it would be
12 responsive, but I don't -- I've asked Vision and I
13 know there was an offer that was made in March that
14 we produced, and I don't know that there was one
15 made in December that was in writing. So to the
16 extent it exists, I've asked for it, Vision has
17 looked to see if they have anything, they've given
18 me the ones that they have. But I'll ask again.19 Q. (BY MR. BERNDT) Did you send -- so human
20 resources sent the letter to Mr. Robinson?

21 A. Yes.

22 Q. Did you review the letter before it went
23 out?

24 A. Only for the terms, yes.

25 Q. Did you have any conversations with

Page 147

1 Mr. Robinson regarding the offer of employment in
2 December?

3 A. Yes.

4 Q. How many conversations?

5 A. Two that I could think of. One in which
6 we reviewed the offer and two in which he declined
7 the offer.8 Q. What did you say to Mr. Robinson and what
9 did he say to you during the first conversation?10 A. Don't remember exact details, but in
11 general, we covered the offer letter, the area of
12 responsibilities, reporting structure. Whatever
13 the offer letter had, that's what we discussed.14 Q. What did you say to Mr. Robinson and what
15 did he say to you during the second conversation
16 with Mr. Robinson?17 A. He informed me that he didn't think that
18 it was in his interest or his family's interest to
19 make a change at that time and that he regretted it
20 because he and I had talked for some time about
21 wanting to work with each other again but that he
22 thought it was best for him at that time to decline
23 the offer.24 Q. Did he give any specific reasons as to why
25 he was declining the offer?

Page 148

1 A. No.

2 Q. How long was this conversation?

3 A. I don't remember.

4 Q. What did Mr. Robinson say about his
5 concerns regarding his family?6 A. Nothing other than the fact he didn't
7 think that the decision to take the offer was right
8 for him or his family at that time.

9 Q. And did he explain why that was?

10 A. No.

11 Q. Did you ask him why he didn't think it was
12 the right time to take the offer from Vision?

13 A. No. That was personal.

14 Q. And your testimony is you didn't talk
15 about anything else during that conversation?

16 A. Not to my recollection.

17 MR. BERNDT: I'd like to mark as
18 Exhibit 6 a document Bates stamped Vision 61.
19 (Exhibit No. 6 marked)20 Q. (BY MR. BERNDT) All right. Do you
21 recognize Exhibit 6?

22 A. Yes.

23 Q. What is it?

24 A. It's an e-mail that I sent to Nicolaas
25 Vlok, Alan Arnold, Tim Keithahn and David Wegman in

Page 149

1 regards to Eric's declining the offer.

2 Q. And what date did you send the e-mail?

3 A. December 23rd.

4 Q. What time?

5 A. 6:39 a.m.

6 Q. All right. Can you read the first two
7 paragraphs of the e-mail into the record?8 A. "Well, I'm afraid our fears have been
9 substantiated. Eric has decided not to join Vision.
10 at this time. I spent two hours on the phone with
11 him last night and he is extremely disappointed
12 that he could not take advantage of this
13 opportunity but he feels the timing for him
14 personally is not right. He has some financial
15 requirements that could not survive a six- to
16 nine-month layoff from work. Granted that is a
17 worst-case scenario, but he doesn't feel he is a
18 position to take the risk at this time.19 He left the door open though, he is
20 unhappy where he is and he doesn't see himself
21 staying there long term. He just truly fears his
22 non-compete agreement with Lakeview. Who knows, I
23 may talk him into it by the end of the holidays."

24 Q. Okay.

25 MR. LANCIOTTI: Just to clarify for

From: Stephen Massey
Sent: Thursday, December 23, 2004 6:39 AM
To: Nicolaas Vlok; Alan Arnold; Tim Keithahn; David Wegman
Subject: Eric Robinson

Well, I'm afraid our fears have been substantiated. Eric has decided not to join Vision at this time. I spend two hours on the phone with him last night and he is extremely disappointed that he could not take advantage of this opportunity, but he feels the timing for him personally is not right. He has some financial requirements that could not survive a 6 to 9 months layoff from working. Granted, that is a worse case scenario, but he doesn't feel he is in a position to take the risk at this time.

He left the door open, though. He is unhappy where he is and he doesn't see himself staying there long term. He just truly fears his non-compete agreement with Lakeview. Who knows, I may talk him into it by the end of the holidays.

As I said, I am on a new exercise to find an adequate candidate. I'll keep you informed on my progress. Any suggestions would be greatly appreciated.

Best Wishes for a Happy Holiday Season,

Steve...

dh830-981-5428
e210-865-6133

Disclaimer - 9/19/2005

The contents of this e-mail (and any attachments) are confidential, may be privileged, and may contain copyright material of Vision Solutions, Inc. or third parties. You may only reproduce or distribute the material if you are expressly authorized by Vision Solutions to do so. If you are not the intended recipient, any use, disclosure or copying of this e-mail (and any attachments) is unauthorized. If you have received this e-mail in error, please immediately delete it and any copies of it from your system and notify us via e-mail at helpdesk@visionsolutions.com.



REDACTED

12/26/2005

CONFIDENTIAL
ATTORNEYS' EYES ONLY

VISION 000061